

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
No.

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MICHAEL P. SWEENEY; and JEFFREY  
GREER,

*Plaintiffs,*

v.

CGA CAPITAL MANAGEMENT LLC;  
and ALWYN NARTY,

*Defendants.*

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**COMPLAINT**

Plaintiffs, complaining of the acts of Defendants, alleges and states that:

**PARTIES**

1. Plaintiff MICHAEL P. SWEENEY is a citizen and resident of Spokane County, Washington.
2. Plaintiff JEFFREY GREER is a citizen and resident of Palm Beach County, Florida.
3. Defendant CGA CAPITAL MANAGEMENT LLC is a limited liability company organized and existing pursuant to North Carolina law, and has a principal office located in Wake County, North Carolina.
4. Defendant ALWYN NARTY is a citizen and resident of Durham County, North Carolina.
5. On information and belief, Defendant ALWYN NARTY is the primary member and manager of CGA CAPITAL MANAGEMENT LLC.

## **JURISDICTION AND VENUE**

6. This Court has subject-matter jurisdiction over this case based on diversity jurisdiction pursuant to 28 U.S.C. § 1332. Diversity jurisdiction exists because the parties are citizens of different states and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) by virtue of the defendants' principal place of business.

## **UNDERLYING FACTS**

### *Jeff Greer Notes*

8. On or about April 15, 2018, Defendants executed and delivered to Plaintiff JEFFREY GREER, for value received, a certain promissory note dated April 15, 2018. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: April 15, 2018
- c. Principal: \$20,000.00
- d. Interest rate: 5% per month

9. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$20,000.00, with interest at the rate of 60% percent per annum from the issuing date through the date of this filing is now due and owing on the note.

10. On or about October 3, 2018, Defendants executed and delivered to Plaintiff JEFFREY GREER, for value received, a certain promissory note dated October 3, 2018. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: October 3, 2018
- c. Principal: \$30,000.00
- d. Interest rate: 5% per month

11. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$30,000.00, with interest at the rate of 60% percent per annum from the issuing date through the date of this filing is now due and owing on the note.

12. On or about January 7, 2019, Defendants executed and delivered to Plaintiff JEFFREY GREER, for value received, a certain promissory note dated January 7, 2019. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: January 7, 2019
- c. Principal: \$30,000.00
- d. Interest rate: 5% per month

13. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$30,000.00, with interest at the rate of 60% percent per annum from the issuing date through the date of this filing is now due and owing on the note.

Michael Sweeney Notes

14. On or about April 16, 2018, Defendants executed and delivered to Plaintiff MICHAEL P. SWEENEY for value received, a certain promissory note dated April 16, 2018. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: April 16, 2018
- c. Principal: \$20,000.00
- d. Interest rate: 5% per month

15. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$20,000.00, with interest at the rate of 60% percent per annum from the issuing date the issuing date through the date of this filing is now due and owing on the note.

16. On or about April 30, 2019, Defendants executed and delivered to Plaintiff MICHAEL P. SWEENEY for value received, a certain promissory note dated April 30, 2019. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: April 30, 2019
- c. Principal: \$20,000.00
- d. Interest rate: 5% per month

17. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$20,000.00, with interest at the rate of 60% percent per annum from the issuing date through the date of this filing is now due and owing on the note.

18. On or about December 19, 2019, Defendants executed and delivered to Plaintiff MICHAEL P. SWEENEY for value received, a certain promissory note dated December 19, 2019. The terms of the note are:

- a. Issuer: CGA Capital Management LLC; Charles Darkwah; Gabe Dakwa; Alwyn Nartey.
- b. Issuing date: December 19, 2019
- c. Principal: \$30,000.00
- d. Interest rate: 5% per month

19. Defendant has defaulted under the terms of the note, and the note has become due and is now past due. The amount of \$20,000.00, with interest at the rate of 60% percent per annum from the issuing date through the date of this filing is now due and owing on the note.

20. Plaintiffs have repeatedly made demand upon Defendant for each amount, but Defendant has failed and refused to make any payment on any note.

**CLAIM 1**  
**Breach of Contract/Default on Promissory Note**

- 21. All foregoing paragraphs are re-alleged and incorporated herein by reference.
- 22. Defendant entered into four valid and enforceable promissory notes.
- 23. Defendant failed to honor the terms of each note.
- 24. Plaintiffs honored the terms of each note.

**CLAIM 2**  
**Action on Account Stated**

- 25. All foregoing paragraphs are re-alleged and incorporated herein by reference.
- 26. Defendants prepared a calculation of the balance due to Plaintiffs.
- 27. Defendants submitted the calculation of a statement to Plaintiffs.
- 28. Defendants acknowledged the correctness of the statement expressly or impliedly.
- 29. Defendants expressly or impliedly promised to pay the balance due.

**CLAIM 3**  
**Unjust Enrichment**

- 30. All foregoing paragraphs are re-alleged and incorporated herein by reference.

31. Each Plaintiff conferred a benefit to Defendants.
32. The Defendants consciously accepted the benefit.
33. The benefit was not conferred gratuitously or by interfering in the affairs of the Defendants.

WHEREFORE, Plaintiffs pray the Court that:

- a. They recover judgment against Defendant a sum for damages in excess of \$25,000.00, including interest, cost, and attorney's fees as allowable by the promissory notes and law.
- b. They recover the costs and expenses of this action, including reasonable attorneys' fees, from Defendant;
- c. They be granted a trial by jury on all issues so triable; and
- d. They recover any further relief that the Court deems appropriate.

This date, Friday, September 23, 2022.

**Williams & Ray, PLLC:**  
*Attorneys for Plaintiffs*



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